

1604907 (Migration) [2018] AATA 5276 (5 November 2018)

DECISION RECORD

DIVISION: Migration & Refugee Division

CASE NUMBER: 1604907

MEMBER: Margie Bourke

DATE: 5 November 2018

PLACE OF DECISION: Melbourne

DECISION: The Tribunal affirms the decision not to grant the applicant a Partner (Residence) (Class BS) visa.

Statement made on 05 November 2018 at 1:15pm

CATCHWORDS

MIGRATION – Partner (Residence) (Class BS) visa – Subclass 801 (Partner) – not a genuine and continuing relationship – credibility issues – inconsistent evidence – decision under review affirmed

LEGISLATION

Migration Act 1958, ss 5F, 65, 359AA
Migration Regulations 1994, Schedule 2, cls 801.211, 801.221(2)(c), r 1.15A(3)

CASES

He v MIBP [2017] FCAFC 206

Any references appearing in square brackets indicate that information has been omitted from this decision pursuant to section 378 of the Migration Act 1958 and replaced with generic information.

STATEMENT OF DECISION AND REASONS

APPLICATION FOR REVIEW

1. This is an application for review of a decision made by a delegate of the Minister for Immigration on 23 March 2016 to refuse to grant the applicant a Partner (Residence) (Class BS) visa under s.65 of the *Migration Act 1958* (the Act).
2. The applicant applied for the visa on 12 June 2013 on the basis of her relationship with her sponsor. At that time, Class BS contained only one subclass: Subclass 801 (Partner). The criteria for the grant of this visa are set out in Part 801 of Schedule 2 to the Migration Regulations 1994 (the Regulations). The primary criteria must be satisfied by at least one applicant.
3. The delegate refused to grant the visa on the basis that the applicant did not satisfy cl.801.211 because the delegate was not satisfied the applicant was in a genuine and continuing relationship with the sponsor, and the delegate found the applicant and sponsor were not committed to a shared life together, and the delegate found they lived separately and apart on a permanent basis.
4. The review was initially constituted before another member, and was scheduled for a hearing on 16 May 2018. At the request of the applicant that hearing was postponed, and subsequently the matter was reconstituted to be determined by a differently constituted tribunal.
5. The applicant then appeared before the tribunal on 11 October 2018 to give evidence and present arguments. The tribunal also received oral evidence from [Mr A][the] sponsor and from [the] neighbour. The tribunal hearing was conducted with the assistance of an interpreter in the Cantonese and English languages.
6. The applicant was represented in relation to the review by her registered migration agent. The representative attended the tribunal hearing.
7. For the following reasons, the tribunal has concluded that the decision under review should be affirmed.

CONSIDERATION OF CLAIMS AND EVIDENCE

8. The issue in the present case is whether the applicant is the spouse of the sponsor at the time of decision.

SPOUSE/DEFACTO (cl.801.221(2))

Whether the parties are in a spouse or de facto relationship

9. Relevantly to this matter, cl.801.221(2)(c) requires that at the time of this decision, the applicant is the spouse of the 'sponsoring partner', who must be an Australian citizen or Australian permanent resident or an eligible New Zealand citizen who was specified in the related Subclass 820 visa application as the spouse or de facto partner of the applicant. In the present case the applicant claims to be the spouse of the sponsor who is an Australian citizen and was identified in the Subclass 820 visa application. On the evidence before it, the tribunal is satisfied that the sponsor is the 'sponsoring partner' of the applicant.

10. 'Spouse' is defined in s.5F of the Act and provides that a person is the spouse of another where the two persons are in a married relationship. Persons in a married relationship must be married to each other under a marriage that is valid for the purposes of the Act, there must be a mutual commitment to a shared life as a married couple to the exclusion of all others, the relationship must be genuine and continuing, and the couple must live together, or not live separately and apart on a permanent basis: s.5F(2)(a) - (d). In forming an opinion about these matters, regard must be had to all of the circumstances of the relationship. This includes evidence of the financial and social aspects and the nature of the visa applicant's and sponsor's household and their commitment to each other as set out in r.1.15A(3), which is extracted in the attachment to this decision. Each of the specific matters contained in r.1.15A(3) are effectively questions which must be answered: *He v MIBP* [2017] FCAFC 206.

Are the parties validly married?

11. If the parties are validly married, they may meet the requirements of a married relationship, but not a de facto relationship. Based on the evidence available to me, I accept the sponsor has been married twice previously, and twice divorced. Based on the marriage certificate, the parties married [in Australia in] January 2013. On the evidence, the parties were married to each other under a marriage that is valid for the purposes of the Act as required by s.5F(2)(a).

Are the other requirements for a spouse relationship met?

12. The applicant provided a significant amount of documents and information in support of the application. The applicant provided the tribunal with a copy of the delegate's decision record dated 23 March 2016, which referred to allegations received by the Department about the relationship. The parties provided some inconsistent evidence in the hearing which was put to the applicant pursuant to s.359AA in the hearing. I have considered and assessed all this evidence, together with the oral evidence of the parties, and their witness in the hearing.

13. *Financial Aspects of the Relationship*

14. The strongest evidence of the parties' relationship in the review was the evidence of the financial aspects of the relationship. The parties jointly own a property, in D St, which was financed by a loan from the applicant's mother and savings of the applicant. (The applicant stated in her oral evidence that she also sold some bank shares in [another country] to contribute to the deposit, and I incorrectly commented that the applicant had not mentioned these shares previously; the applicant had told the Department officer of selling her bank shares. Information in relation to the sponsor's lack of knowledge of the sponsor selling her shares was put to the applicant pursuant to s.359AA in the hearing, however given the tribunal made an error, I have given no weight or placed no relevance on this in reaching my decision). The parties are both named on the title as the joint proprietors of the property. The delegate refers to the applicant's mother being illegally recorded on the title, but I am satisfied that the applicant's mother is not named as a joint owner of the property and is not illegally recorded on the title. The evidence indicates the parties jointly own real estate.
15. The parties state that they have a mortgage or loan to the applicant's mother for the balance of the equity in the property. There is no formal contract in relation to this. I accept the applicant assumes responsibility for all financial matters, including the repayment of the loan to her mother, and has set up an annual transfer as the most economical and satisfactory way for the loan to be repaid. The applicant stated that the sponsor made about \$35,000 profit last year, and she earned about \$30,000. She stated that between them she and the sponsor earn \$70,000. The applicant stated she is able to repay her mother \$42,000 each October. I had some doubts that the applicant and sponsor could survive financially on

between \$23,000 and \$28,000 for the year. At the request of the tribunal the applicant provided copies of her own bank statements for her own account after the hearing.

16. The evidence indicates the parties have agreed they are jointly liable for the loan repayments. There is no direct evidence that either party owes a legal obligation in respect of the other party.
17. I accept that the sponsor has previously been declared bankrupt, and that he states he is not good with money. I accept the applicant provided his lapsed business with an injection of \$10,000 [cash]. I accept the sponsor currently runs his business at a profit, although the applicant did not provide copies of their tax returns after 2016. The evidence indicates the parties have pooled their financial resources.
18. The applicant provided copies of their joint bank account statements up to 2018. These statements record the account is used for purchases at supermarkets, paying household expenses, and transferring or depositing small amounts. The joint account statements indicate the parties use the account for shared daily expenses.

19. Social Aspects of the Relationship

20. The evidence of the social aspects of the relationship was conflicting and requires analysis.
21. The evidence of the neighbour [is] that she rents the unit behind the applicant's and the sponsor's unit in D St, and she sees them all the time. [The neighbour] stated the sponsor parked his vehicle right near her bedroom window. She stated they are a normal couple, and they have their arguments. She stated that she and the applicant and sponsor have dogs who get on well together, and told me their names. [The neighbour] stated the applicant's family had come and stayed. She stated that they had people who stayed in the garage, and they had done a little bit of renovation at the unit.
22. The applicant told me that they have lived in the unit in D St since April 2016, and they have sublet one room at D St. The applicant stated some boarders paid her in cash, and some paid it into the joint bank account. I asked the applicant if she only sublet one room, and some paid in cash, was she renting out another property? I directed the applicant's attention to the joint bank statement's she had provided, which recorded in July and August 2016 deposits from "[first named person] rent 7.6-4.7 \$380", and for 5-7 to 2-8 \$380, and "[second named person] \$100" in July, and "[third named person] rent15to21july16" and again 22 to 28 July, and 29 to 4 August 2016 rent \$90, \$100 and \$95, and "k rent 12.8.2016 \$160". I discussed with the applicant that in July and August the bank statements recorded that '[the first named person]' was a tenant for both months, at the same time [a third named person] paid weekly from 15 July until 4 August, another tenant [second named person] paid in July, and another tenant 'k rent' paid for two weeks on 12 August 2016. I also discussed with the applicant that evidence was that some of the boarders paid in cash. The bank statements indicated that in July 2016 there were two or three tenants at any given time paying rent into the joint account. The applicant stated again that they only sublet one room, but sometimes her husband's best friend slept on the couch. The evidence indicates that the applicant and sponsor are obtaining rent from more than one property if the applicant's evidence that they only sublet one room at D St is correct.
23. I asked the applicant if they charged her husband's best friend money for sleeping on their couch. The applicant stated that the best friend stays when he has no money, and then gives them money when he has some, and it would be transferred from her husband's account into the joint account.

24. I have assessed the discussion with the applicant and her responses, and I am satisfied the applicant had no difficulty in understanding my questions, and providing appropriate responses to the issue. I am satisfied there were no interpreter, linguistic or comprehension barriers in the applicant's evidence, and she understood the questions and issues in the discussion. Her evidence was relevant to the issue being discussed and can be considered as such.
25. The sponsor stated that they have converted the unit at D St into a five bedroom house, and they sublet four rooms. They have had two rooms in the house available for rent for the last two years, and have converted the garage into two more rooms for rent. Two people pay \$200 for a room, and a single person pays \$100 for a room. The sponsor stated the boarders in the house cover their mortgage repayments. The sponsor stated he did not know why the applicant would say there is only one tenant in D St.
26. I put this inconsistent information to the applicant pursuant to s.359AA. After a short break to consult with her representative, the applicant elected to comment or respond in the hearing. The applicant stated she had misunderstood the tribunal's question. She stated that sometimes they have one boarder in D St, and sometimes they have four boarders.
27. I have considered this response, and do not find it is a credible explanation. I had asked a series of questions about the number of boarders in the D St Unit, and the applicant had stated that they only sublet one room. I had referred to the number of boarders recorded in the bank statement as paying rent in July and August 2016, and had asked the applicant if there was another property where she collected rent from tenants. I find the applicant's response and comments lack credibility and I do not find the explanation that she misunderstood the question is a plausible one.
28. I must consider whether the applicant or the sponsor does not know how many rooms are sublet and how many tenants are taken at D St. I must consider in light of the evidence before me whether the applicant and the sponsor reside together at D St.
29. The other significant evidence in relation to the social aspects of the relationship was the evidence provided about the sponsor's immediate family. The applicant stated she has no family members in Australia, and that the sponsor has family members but does not have a good relationship with them. That the applicant stated the sponsor's family including his parents and older married brother live further away, and she does not know the name of the place where they live. She stated the sponsor has two other married brothers with children but they have no contact with them. The sponsor gave the name of the town where his parents and older brother now reside. The sponsor stated he sees them occasionally, including two weeks ago but the applicant was not with him. The sponsor stated the applicant met his father and a couple of his brothers at the beginning of the relationship. This is consistent with the evidence of the applicant, who does not know the name of the town where the sponsor's parents and his older brother and family reside. The tribunal has considered the evidence of the sponsor that the applicant has not met his family since the beginning of the relationship, a period of over six years ago.
30. The applicant stated the sponsor had a son with his first girlfriend, who is now aged over [age], she thinks the son's name is [name deleted] but they don't see him at all. The applicant stated the sponsor has been married on two previous occasions but has no children from either marriage. The applicant stated the sponsor has a son and a daughter from another relationship, the son is called [Mr A] that they have no contact with them. The applicant told the tribunal that the sponsor had previously sponsored two other visa applicants, but neither of them were currently in Australia. That the applicant stated the sponsor has a godson called [name deleted], but she does not know how the sponsor knows this boy's mother and she has not really met the child.

31. The sponsor stated that he had been married twice before the applicant and been in two significant other relationships, and has four children. He stated his eldest son's name was [name deleted] but he does not know where he is. He stated he had a child from his first marriage but they both returned to [another country] and he has no contact. The sponsor stated he had two children from his second de facto relationship the sponsor stated his son was called [Mr A], and he wasn't sure of his daughter's name but offered two suggestions. The sponsor was not sure which of these two children was the older and was not sure of their ages. Initially the sponsor stated he thought the boy [Mr A] was the older and was a teenager, and then he suggested names for the girl, and that she was the older of the two and was currently about [age] years old. The tribunal finds that it is barely credible that a person does not know the names and ages of his children.
32. I have considered the other evidence provided by the applicant including several photos of the applicant and sponsor together. I have considered the statutory declaration of the applicant's cousin dated 15 May 2013 who declared she had met the applicant and sponsor on four occasions. I have considered the three statutory declarations provided by the tenants of shared housing all dated July 2014. I have considered the two statutory declarations dated June and May 2015, both from people who moved into shared house which is run by the applicant and sponsor. I have considered the written and oral evidence of the applicant and sponsor. I have also considered that on their tax declaration in 2016 both the applicant and sponsor recorded each other as their spouse.
33. I have considered that the applicant's mother has lent the parties a considerable amount of money towards the purchase of the property at D St. I have noted that the oral evidence of the neighbour was that the applicant's family had visited at D St. I acknowledge the evidence from the sponsor that he did not have a good relationship with his family due to the issues that led to his bankruptcy, that the applicant has not met the sponsor's parents since the beginning of the relationship five years ago, although the evidence before me is that sponsor last visited his parents two weeks before the hearing.
34. The evidence of the social aspects of the relationship indicates that the parties represent themselves to their neighbour and the Australian tax office as being married to each other. The evidence indicates that the applicant's cousin and people who have shared a house with the applicant and sponsor in 2014, and people who have rented a room from the applicant and sponsor in 2015 and have provided an opinion that they consider the relationship is genuine. This evidence also has to be assessed against the evidence from the applicant that they only sublet one room in their home in D St, which is inconsistent with the evidence of the sponsor, and the evidence recorded in the bank statements. This evidence also has to be assessed against the oral evidence of the applicant and the sponsor that they had no contact with, and in some cases no knowledge of, some of the sponsor's children's names, ages and whereabouts.
35. The evidence of the social aspects of the relationship needs to be carefully analysed. Some of the evidence indicates that the parties represent themselves to other people as being married, and some of the evidence indicates that in the opinion of other people the relationship of the parties is genuine.
36. The oral and written evidence of the social aspects of the relationship indicates that the parties' social activities are fairly simple, limited to going to the movies or a drive together. The sponsor and the applicant both stated they work weekends as required. The sponsor stated the applicant has been away on holidays but he has stayed behind due to business commitments.
- 37.

38. *Nature of the household*

39. The applicant and the sponsor both stated that they have lived at D St and they moved in in 2016. They stated they had lived at a number of addresses prior to their own property, all of which were shared accommodation properties. The tribunal has considered the extensive amount of correspondence addressed to the applicant at and sponsor at these previous nominated shared accommodation addresses. The tribunal is satisfied that the applicant and sponsor had lived at the same residential addresses as is recorded as their address for correspondence in the documents provided, with the exception of D St. I have considered that the applicant and sponsor have recorded their residential address as being the D St address with Vic roads, Citylink, Medicare, Australian Electoral Commission, utility companies, council authorities, insurance companies, their bank, and the land title office.
40. The applicant and sponsor both state that when they decided to move in together they decided to rent a whole house, and sublet some of the bedrooms, and accordingly they rented a home in [Suburb 1] and sublet two rooms. When the owner wished to sell the house they moved to another rented property in [Suburb 2] and again sublet a number of rooms. The applicant and sponsor stated that they rented five homes and sublet the bedrooms in the house in [Suburb 1], B St [Suburb 2], A Ave [Suburb 2], P Ave [Suburb 2], and W St [Suburb 2] over a four year period before moving in to their own home in D St in 2016.
41. The applicant stated she was working at a restaurant when they first moved in together but she cannot remember the name of the restaurant and she was paid in cash. The applicant said after that she started working in a factory. She said the sponsor was injured and not working at that time and he did not receive any centre link payments because he stopped work.
42. During the course of the hearing the tribunal put to the applicant pursuant to the s.359AA process that there was an allegation, that a previous tenant had made that the applicant had moved out of one of the properties, B St, but returned to collect rent from the tenants on behalf of and with a person named [Mr B]. As stated above it was also put to the applicant pursuant to s.359AA that the applicant had stated that at the unit in D St they had only sublet one room. The tribunal explained that both these points were relevant because they indicated that the applicant and sponsor may not have resided together at B St, and at D St as they claim.
43. After consultation with her representative, the applicant chose to comment or respond in the hearing. As stated above the applicant indicated she had misunderstood the question in relation to D St, and stated that her evidence now was that sometimes they had one boarder, and that other times they had up to 4 boarders at D St. As previously stated, the tribunal has some concerns about this response of the applicant. I asked more than one question, and I asked specific questions of the applicant in relation to the number of rooms sublet at D St. The applicant's comment or response to the information put pursuant to s.359AA indicates she has chosen to give different evidence, and I do not accept that her previous evidence was given on the basis that she did not understand the question.
44. The applicant stated that she went back to B St to collect rent with [Mr B], after she had moved out from that address. I accept that the information provided to the Department is open to this interpretation, and the information provided to the Department does not preclude the interpretation that the applicant and sponsor had left B St, at the time the applicant was attending the premises to collect rent with [Mr B]. The applicant stated she moved out of B St, which is owned by [Mr B], to move into A Ave, which is a bigger house and had cheaper rent.

45. The applicant and sponsor gave consistent evidence that in the house they resided in the sponsor would be responsible for the gardening and the applicant would do the cleaning as she had a high standard for cleaning and chose to do this herself. Both the applicant and sponsor stated that they rarely cooked meals, but the applicant sometimes prepared her own lunches.
46. There is no evidence that the applicant or sponsor have the care or support of children. The evidence in relation to the nature of the household, included consistent evidence that the sponsor ran a [business], and attended to [those] responsibilities at both the rental accommodation and the house they bought in D St. The evidence indicated the applicant was responsible for all cleaning duties in the homes. The evidence indicated that the applicant was responsible for all financial responsibilities.
47. The evidence in relation to the nature of the household that is of some concern relates to the parties' living arrangements. I have serious concerns about the credibility of the applicant or the sponsor in relation to their different description of the amount of rooms sublet at the property in D St. The parties claim they have lived here since 2016. The applicant stated they only sublet one room, while the sponsor stated they sublet four rooms and that they had had these four rooms rented or available for rent for the last two years. The sponsor stated he had no idea why the applicant said they only ever had one tenant at the D St address. The applicant stated in response to the inconsistent evidence being put to her pursuant to s.359AA that she had not understood the question. I have considered this response but I am satisfied the question was asked in more than one way, and also that I put to her all the rents recorded in the July and August 2016 bank statements from various persons and she maintained that they only ever sublet one room at that time. I have serious doubts that the applicant and sponsor were residing together at the D St property.

48. Nature of the parties commitment to each other

49. Both the applicant and the sponsor stated they cannot make any plans for the future until they know the outcome of the application for the visa. The applicant stated their plans for the future are on hold because they do not know what the future holds for them.
50. I have considered that the parties married in 2013, lodged the application for the visa in 2013 and claimed to have been living together since 2013. Whilst I acknowledge that at the time of application the duration of the relationship was relatively short, at the time of this decision, the parties have been married for five years, and claim the relationship has been in existence for over five years.
51. The sponsor stated in his evidence, that they support each other and communicate well together. He stated they understand each other. The sponsor stated that the applicant is a financial marvel. The applicant stated that they enjoy each other's company, they have afternoon naps, and walk the dog together. She stated they both work weekends when required. I can interpret their evidences indicating that the party see their relationship as long-term.
52. The evidence of the nature of the parties commitment to each other, including the length of the relationship at the time of this decision, indicates that the parties have a commitment to each other and the relationship. The evidence of the parties is that they both were committed to their work, but had put any future plans on hold whilst the visa process was being considered.
53. I have considered that the parties purchased a house together, which demonstrates commitment to the relationship. I have considered that the deposit and the repayments have been the responsibility of the applicant. I have considered that the sponsor has stated that all

financial matters are in the hands of the applicant and he has no direct knowledge of them, although he knew how many rooms were sublet to tenants, and the fee for a single and double room.

54. *Findings*

55. This was a difficult matter to assess as there was very strong evidence in support of both positive and negative conclusions. I gave significant weight to the fact the parties had purchased a home together, and both their names were on the title of the property. I gave significant weight to the generally consistent evidence given in the hearing. I gave significant weight to the evidence at the hearing provided by the neighbour of the property at D St.
56. I accept the evidence provided that the applicant and sponsor have rented homes and manage them as share accommodation properties, and sublet rooms to tenants. I accept the evidence that the applicant has been the person who has had the financial responsibility and acumen to manage this shared accommodation business.
57. I have considered the inconsistent evidence in relation to the property jointly owned by the parties at D St, in relation to how many rooms have been sublet to tenants since the parties claim to have lived there together in 2016. It would seem to be incredible the two people could live together in the one house, and one party say four rooms were sublet to tenants and the other party say only one room was sublet to tenants. As stated above I do not accept the applicant's changed evidence that she did not understand the question and that in fact one to four rooms were available to tenants. I find that the applicant and sponsor gave significantly different evidence about how many rooms were sublet in their home from 2016 to the present time for tenants. I find that the applicant and sponsor have been in a financially based arrangement, which has involved managing shared accommodation properties that they have rented, and which include the final property in D St that they have purchased. I do not accept that the applicant and sponsor were residing together in D St.
58. I have carefully considered all the other evidence available to me, but I cannot overcome the different evidence provided by the applicant in relation to the rooms available for tenants in their home.
59. I accept the parties are well known to each other, and have managed properties for many years, in share accommodation for tenants, and moved from property to property as they claim. I accept the applicant assisted the sponsor financially to re-establish his [business]. I accept the parties have a joint bank account, and joint utility bills at their jointly owned property. I accept the applicant paid the deposit for the jointly owned property, and the applicant is repaying that loan to her mother.
60. I have carefully considered all the circumstances of the relationship, and all the evidence before me. I am not satisfied that the evidence indicates that the parties are in a genuine and continuing relationship, or that the parties live together, and not separately and apart, on a permanent basis at the time of this decision.
61. After considering all the circumstances of the relationship pursuant to r.1.15A(3) I am not satisfied that the applicant meets the requirements of s.5F(2)(c) or (d) at the time of this decision.
62. Given these findings the tribunal is not satisfied that the requirements of s.5F(2) are met at the time of this decision. Therefore the applicant does not meet cl.801.221(2)(c).
63. Furthermore, the applicant has not claimed, and there is no evidence before the tribunal, that the applicant meets the alternative criteria in cl.801.221(2A), (3), (4), (5) or (6).

64. For the reasons above, the applicant does not satisfy the criteria for the grant of the visa.

DECISION

65. The tribunal affirms the decision not to grant the applicant a Partner (Residence) (Class BS) visa.

Margie Bourke
Member

ATTACHMENT - Extract from Migration Regulations 1994

1.15A Spouse

- (1) For subsection 5F (3) of the Act, this regulation sets out arrangements for the purpose of determining whether 1 or more of the conditions in paragraphs 5F (2) (a), (b), (c) and (d) of the Act exist.
- (2) If the Minister is considering an application for:
 - (a) a Partner (Migrant) (Class BC) visa; or
 - (b) a Partner (Provisional) (Class UF) visa; or
 - (c) a Partner (Residence) (Class BS) visa; or
 - (d) a Partner (Temporary) (Class UK) visa;the Minister must consider all of the circumstances of the relationship, including the matters set out in subregulation (3).
- (3) The matters for subregulation (2) are:
 - (a) the financial aspects of the relationship, including:
 - (i) any joint ownership of real estate or other major assets; and
 - (ii) any joint liabilities; and
 - (iii) the extent of any pooling of financial resources, especially in relation to major financial commitments; and
 - (iv) whether one person in the relationship owes any legal obligation in respect of the other; and
 - (v) the basis of any sharing of day to day household expenses; and
 - (b) the nature of the household, including:
 - (i) any joint responsibility for the care and support of children; and
 - (ii) the living arrangements of the persons; and
 - (iii) any sharing of the responsibility for housework; and
 - (c) the social aspects of the relationship, including:
 - (i) whether the persons represent themselves to other people as being married to each other; and
 - (ii) the opinion of the persons' friends and acquaintances about the nature of the relationship; and
 - (iii) any basis on which the persons plan and undertake joint social activities; and
 - (d) the nature of the persons' commitment to each other, including:
 - (i) the duration of the relationship; and
 - (ii) the length of time during which the persons have lived together; and
 - (iii) the degree of companionship and emotional support that the persons draw from each other; and
 - (iv) whether the persons see the relationship as a long term one.
- (4) If the Minister is considering an application for a visa of a class other than a class mentioned in subregulation (2), the Minister may consider any of the circumstances mentioned in subregulation (3).